



**FIXED PRICE  
RESEARCH & DEVELOPMENT SUBCONTRACT**

**Subcontract No. 126tbd2**

**BETWEEN**

**CALIFORNIA INSTITUTE OF TECHNOLOGY  
JET PROPULSION LABORATORY  
(The "Institute" or "JPL")  
4800 OAK GROVE DRIVE  
PASADENA, CALIFORNIA 91109-8099**

**AND**

**REFERENCE PICKOFF MIRROR MAKERS, INC  
2111 RPM ROAD  
RPM, CA 91111-2111**

**THIS CONTRACT FOR  
SPACE INTERFEROMETRY MISSION (SIM) BEAM LAUNCHER  
REFERENCE PICKOFF MIRROR  
IS A  
SUBCONTRACT UNDER JPL's NASA PRIME CONTRACT**

**TASK ORDER NO. NMO710776**

A DO - C9 Rating is assigned to this Subcontract under DMS Regulation 1

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The following documents are incorporated into and made a material part of this Subcontract.

GENERAL PROVISIONS: Fixed-Price Research and Development Contract R 8/03, with Included Exhibits.

- JPL 1737, "Release of Information" R 9/99
- JPL 2385, "Notification to Prospective Contractors of JPL's Ethics Policies and Anti-Kickback Hotline" R 7/91
- JPL 2892, "Certifications" R 8/01
- JPL 2895, "Asbestos Notification" R 9/98
- Notice of Potential Tax Withholding R 7/03

### ADDITIONAL GENERAL PROVISIONS (AGPs)

Cost Accounting Standards and Administration of Cost Accounting Standards R 4/99

-or-

Disclosure and Consistency of Cost Accounting Practices, and Administration of Cost Accounting Standards R 4/99

New Technology R 8/01

-or-

Patent Rights - Retention By The Contractor (Short Form) R 4/99

Progress Payments R 4/99

-or-

Progress Payments - Small Business R 4/99

PREAMBLE

This Subcontract, entered into on \_\_\_\_\_ by and between the CALIFORNIA INSTITUTE OF TECHNOLOGY (hereinafter called the "Institute" or "JPL"), a corporation organized and existing under the laws of the State of California, and {Name of Subcontractor} (hereinafter called the "Subcontractor"), a corporation organized and existing under the laws of the State of {State of Incorporation} and constituting a subcontract under prime contract with NASA;

WITNESSETH THAT:

The Subcontractor agrees to furnish and deliver the supplies and to perform the services set forth in this Subcontract for the consideration stated herein.

## SCHEDULE

### ARTICLE 1. STATEMENT OF WORK AND DELIVERY

#### On or Before

- |     |  |  |
|-----|--|--|
| 1.0 | The contractor shall provide the necessary skills, services, equipment, materials, documentation, software, and facilities to fabricate and assemble prototypes for the SIM Reference Pickoff Mirror (RPM), in accordance with Exhibit I, and to allow JPL to assess the design and processes for manufacturability. Specifically: |  |
| 2.0 | Kick-Off Meeting   |  |
|     | Conduct a kick-off meeting at the contractor's facility. Present, in narrative and flow-chart format, a Schedule, a Manufacturing Plan, and a Quality Assurance Plan for JPL review. Recommend modifications to the JPL design that may improve manufacturability while meeting the performance specification.                     | Draft 2 Weeks ADC<br>Final 4 Weeks ADC |
| 3.0 | Reviews and Reporting  |  |
| 3.1 | Provide the JPL Contract Technical Manager (CTM) with informal status reports via e-mail or telecon.   | Weekly                                 |
| 3.2 | Conduct Program Review meetings at the contractor's facility among the principal participants to review Technical and Program status, Manufacturing progress and Quality Assurance issues.   | Monthly                                |
| 3.3 | Submit a Test Plan for JPL review and approval. JPL reserves the right to insert critical inspection point(s) into the Plan. Notify the JPL CTM not less than 24 hours prior to any test or inspection, which is called out in the Test Plan as a critical inspection point.   | Draft 2 Weeks ADC<br>Final 2 Weeks ADC |
| 3.4 | Provide a data package for each deliverable RPM assembly, consisting of inspection reports on a 100% basis, of all critical dimensions called out in the assembly drawings, and test reports containing digital photographs and interferograms.  | As generated                           |
| 4.0 | Hardware   |  |
| 4.1 | Deliver one (1) prototype RPM assembly   | 10 Wks ADC                             |
| 4.2 | Deliver one (1) final configuration-type RPM assembly  | 16 Wks ADC                             |
| 4.3 | Deliver two (2) final configuration-type RPM assemblies  | 22 Wks ADC                             |
| 5.0 | Down-Selection Proposal  |  |
|     | Submit a detailed Technical and Cost proposal for the fabrication of thirty (30) flight-qualified RPM assemblies.  | 16 Wks ADC                             |

6.0 Delivery Requirements

- 6.1 Except as otherwise provided in this Subcontract, the point of inspection, acceptance and delivery of all supplies deliverable under this Subcontract shall be the Jet Propulsion Laboratory, 4800 Oak Grove Drive, Pasadena, California 91109. All such supplies shall be packaged, packed, boxed, or crated in such a manner to ensure safe delivery and shall be shipped prepaid and at the Subcontractor's expense to the point of delivery.
- 6.2 Time is of the essence in the performance of this Subcontract

**If New Technology is Applicable \*\*DELETE IF NOT\*\***

- 6.3 The Subcontractor shall furnish the cognizant JPL Negotiator with the annual and final reports of reportable items described in the Article entitled "New Technology." A copy of transmittal letters for those reports shall also be sent to the Intellectual Property Office (IPO).

Interim report every 12 months commencing on date of contract. Final report within 3 months of completion of work

**If Patent Rights is Applicable \*\*DELETE IF NOT\*\***

- 6.4 The Subcontractor shall provide the cognizant JPL Negotiator with the annual and final reports of subject inventions described in the Article entitled "Patent Rights - Retention by the Contractor (Short Form)." A copy of transmittal letters shall be sent to the Intellectual Property Office (IPO).

Interim report every 12 months commencing on date of contract. Final report prior to completion of work

- 6.5 Form SF 294, "Subcontracting Report for Individual Contracts",
- 6.6 Form SF 295, "Summary Subcontract Report"

SF 294 from date of Subcontract thru March 31 and September 30 and semiannually thereafter through completion

SF 295 from date of Subcontract thru September 30th and annually thereafter through completion

7.0 JPL will:

Provide proposal instructions and down-selection criteria for the flight hardware build phase, prior to the due date for item 5.0, above.

8.0 The following Exhibits are incorporated into this contract and made part of the requirements:

- 8.1 Exhibit I, JPL D-29325, "SIM XMET Beam Launcher Reference Pickoff Mirror", 2 July 2004.

## ARTICLE 2. PRICE AND PAYMENT

1.0 Total Fixed Price: \$

### USE PARTIAL AND/OR PROGRESS PAYMENT PARAGRAPHS IF APPLICABLE

2.0 Total Fixed Price: \${Fixed Price}. Progress payments will be allowed according to the terms set forth in the Additional General Provision entitled "Progress Payments - Small Business."

-OR-

3.0 Total Fixed Price: \${Fixed Price}. Progress payments will be allowed according to the terms set forth in the Additional General Provision entitled "Progress Payments."

### CHOOSE APPROPRIATE INVOICE PARAGRAPH

4.0 Invoices. Invoices shall be submitted, in triplicate, to JPL Supplier Payment Section, M/S 601-208, 4800 Oak Grove Drive, Pasadena, California 91109

-OR-

5.0 Invoices. Invoices shall be submitted, in triplicate, to JPL Supplier Payment Section, M/S 601-208, 4800 Oak Grove Drive, Pasadena, California 91109.

The Subcontractor shall attach to each invoice, submitted in accordance with the General Provision of this Subcontract entitled "Payments and Discounts," a fully completed "Contractor's Request for Progress Payment," Standard Form 1443, or equivalent.

**Detailed billing instructions and samples that will ensure the correct processing of your invoices can be found at the following link:**

[http://acquisition.jpl.nasa.gov/pdf/FP\\_Billing.pdf](http://acquisition.jpl.nasa.gov/pdf/FP_Billing.pdf)

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the day and year first above written.

CALIFORNIA INSTITUTE OF TECHNOLOGY

**CALIFORNIA INSTITUTE OF TECHNOLOGY**

By

\_\_\_\_\_  
{TYPE NAME OF ACQUISITION REP HERE}

\_\_\_\_\_  
(Title)

{TYPE NAME OF SUBCONTRACTOR HERE}

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

Instructions to Subcontractor: Do not insert date on Preamble page.